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Attorneys for Plaintiffs Bold Limited and BOLD LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

BOLD LIMITED and BOLD LLC,

Case No. 5:22-cv-1045-BLF

Plaintiffs,

**AMENDED COMPLAINT FOR
COPYRIGHT INFRINGEMENT,
VIOLATION OF CAL. BUSINESS AND
PROFESSIONS CODE § 17200, AND
BREACH OF CONTRACT**

V.

ROCKET RESUME, INC., and STEPHEN ZIMMERMAN,

Defendants.

DEMAND FOR JURY TRIAL

Hon. Beth Labson Freeman

1 Plaintiffs Bold Limited and BOLD LLC (collectively “Bold” or “Plaintiffs”) hereby bring
 2 this Amended Complaint against Defendants Rocket Resume, Inc., and Stephen Zimmerman
 3 (together, “Defendants”):

4 **Nature of Dispute**

5 1. This is an action for copyright infringement, unfair competition, and breach of
 6 contract based on Rocket Resume, Inc. (“Rocket Resume”) and Stephen Zimmerman’s flagrant
 7 (and wholesale) copying of original works authored by Bold and used in connection with Bold’s
 8 “MyPerfectResume” website and resume-writing service, and use of automated data mining
 9 techniques to collect the information and resources contained on the website. By way of
 10 background, Bold is one of the most successful companies in the employment space, bringing
 11 together job seekers and employers through its innovative websites and proprietary business
 12 methods. As part of that mission, Bold has invested significant time and millions of dollars to
 13 build a database of original written material that users of its services can filter and incorporate
 14 into resumes and cover letters. As part of its robust intellectual property portfolio, plaintiff Bold
 15 Limited owns U.S. Copyright registrations for this database and updates made thereto. Yet
 16 Defendants have unlawfully copied these works and then set about to build their own website to
 17 compete directly with Bold’s “MyPerfectResume.” Defendants have also breached the Terms
 18 of Use for MyPerfectResume, which govern access to the MyPerfectResume website and
 19 prohibit use of any automated data mining techniques to collect information on the website. Bold
 20 is left with no choice but to bring this action, which seeks an injunction of the infringing activity
 21 and an award of monetary damages following numerous failed attempts at getting Defendants to
 22 respect Bold’s intellectual property and cease their unlawful conduct. Every one of Bold’s
 23 overtures have unfortunately been met with casual disregard, necessitating this filing.

24 **Jurisdiction and Venue**

25 2. This is a civil action involving claims for damages and injunctive relief for
 26 copyright infringement under U.S. copyright law, 17 U.S.C. § 101 *et seq.*

27 3. Subject matter jurisdiction is vested in this Court pursuant to 28 U.S.C.
 28 §§ 1332(a)(1) and 1338(a) because this dispute concerns the rights of parties under the Copyright

1 Act. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1337(a) over state law
 2 claims, as those claims are closely related to the federal claims brought in this action as to form
 3 part of the same case or controversy.

4 4. This Court has personal jurisdiction over Defendants, both of whom reside and
 5 do business in California.

6 5. Venue is proper in the district pursuant to 28 U.S.C. §§ 1331(b) and 1400
 7 because a substantial part of the events or omissions giving rise to the claims occurred in this
 8 district.

9 **Parties**

10 6. Plaintiff Bold Limited is a limited liability company organized under the laws of
 11 Bermuda with an address at H.P. House, 21 Laffan St., Hamilton, HM09, Bermuda.

12 7. Plaintiff BOLD LLC is a limited liability corporation organized the laws of Puerto
 13 Rico with an address at City View Plaza II, 48 Calle 165, Suite 6000, Guaynabo, PR 00968.

14 8. Defendant Rocket Resume is a corporation organized under the laws of Delaware
 15 with a registered business address at a Post Net location in San Jose: 6469 Almaden Expy., Ste.
 16 80, #560, San Jose, CA 95120.

17 9. On information and belief, Defendant Stephen Zimmerman (“Zimmerman”) is the
 18 CEO and founder of Rocket Resume and resides in California.

19 10. On information and belief Zimmerman has personally directed and participated in
 20 the unlawful acts alleged herein.

21 **Bold and the “MyPerfectResume” Website and Services**

22 11. Bold designed, authored, owns and operates “MyPerfectResume” (“MPR”), an
 23 online service available at www.myperfectresume.com, that has helped millions of people guide
 24 their careers, including creating resumes and cover letters, navigating their job searches, and
 25 providing interview and career guidance.

26 12. Since 2013, MPR has helped millions of people worldwide (including nearly two
 27 million individuals in the State of California, alone). In fact, to date, Bold has helped prepare over
 28 43 million resumes for job seekers.

1 13. MPR is well recognized for its proprietary content and has a stellar rating on
 2 Trustpilot, based on nearly 6,000 consumer reviews. It has been frequently mentioned in such
 3 publications as *Time*, *The New York Times*, and *Forbes*.

4 14. Consumers who are interested in the MPR services can sign up for an account at
 5 <http://www.MyPerfectResume.com>, the domain name address for the website operated by Bold.

6 15. In order to access and use the services available at
 7 <http://www.MyPerfectResume.com>, each end user must agree to Terms of Use located at
 8 <http://www.MyPerfectResume.com/terms-conditions> (“MPR Terms of Use”). Under the MPR
 9 Terms of Use, end users of the MPR website agree not to, among other things, use any automated
 10 software or devices, or any data mining techniques to collect content within the MPR website.
 11 End users also agree to certain restrictions on the uses of such content, including sharing it with
 12 any other individual or entity unless reasonably necessary for its intended purpose. These
 13 provisions have appeared in the MPR Terms of Use since December 1, 2019.¹ In exchange for
 14 agreeing to the MPR Terms of Use, Bold provides use of and access to the MPR website. The
 15 MPR Website is owned and operated by BOLD LLC, Bold Limited’s parent company

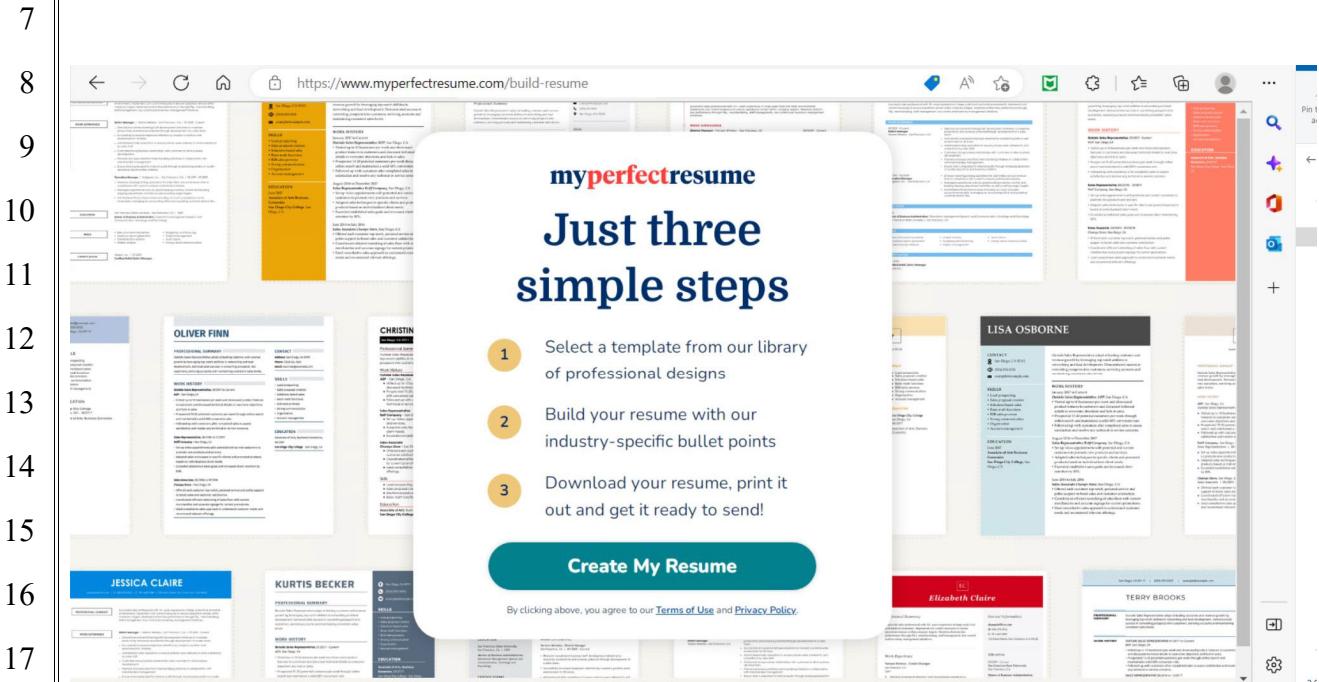
16 16. The interactive resume-building and cover-letter services on the MPR website allow
 17 users to select a job title and then be presented with a filtered list of suggested job descriptions,
 18 culled from thousands of such narratives created by recruiters and experienced writers at
 19 significant expense to Bold.

20 17. Bold organizes its original job descriptions in a database, with which the MPR
 21 website interacts based on user input. Bold refers to this database as its Text Tuner Content
 22 (“TTC”). It registered the 2018 version of its TTC with the U.S. Copyright Office
 23 (TX0008919525), and it has registered annual updates to the TTC for 2019 (TX0008919529) and
 24 2020 (TX0008919521).

25 18. For its significant efforts, Bold obtained U.S. Copyright Registration
 26 TX0008436147 for the MPR website.

27 1 Attached as Exhibit A are the MPR Terms of Use as they appeared August 14, 2020 and last
 28 updated on December 1, 2019. Attached as Exhibit B are the MPR Terms of Use as they
 appeared as of filing and last updated on October 12, 2022.

1 19. The copyrighted job descriptions from Bold's TTC database can only be accessed
 2 legitimately through the MPR website *one job title at a time* after completing a multistep process.
 3 End users must first navigate through the MPR website and access the resume builder tool. This
 4 takes users to a landing page that contains a “Create My Resume” button. Directly underneath
 5 the button reads: “By clicking Create My Resume, you agree to our Terms of Use and Privacy
 6 Policy” linking to the MPR Terms of Use shown underlined in blue font.



18 20. After clicking this button, and thus agreeing to the MPR Terms of Use, users then
 19 complete many steps on separate landing pages to: enter their amount of work experience, select
 20 a resume template, indicate whether they will create a new resume or upload an existing one,
 21 and list their personal and contact information to include as a heading for the resume.

22 //

23 //

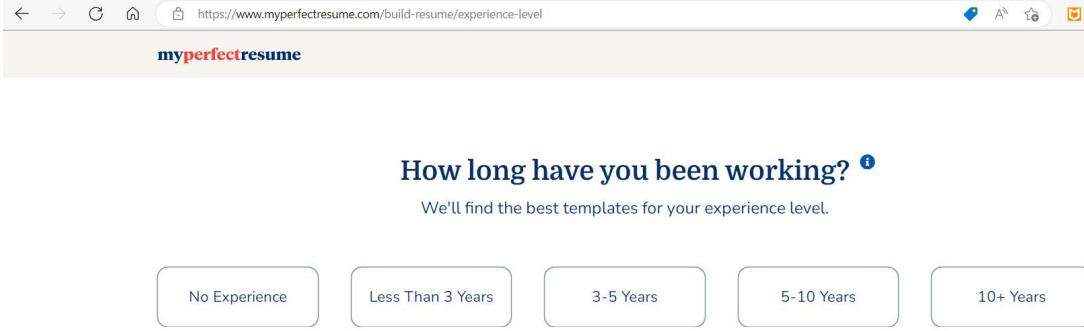
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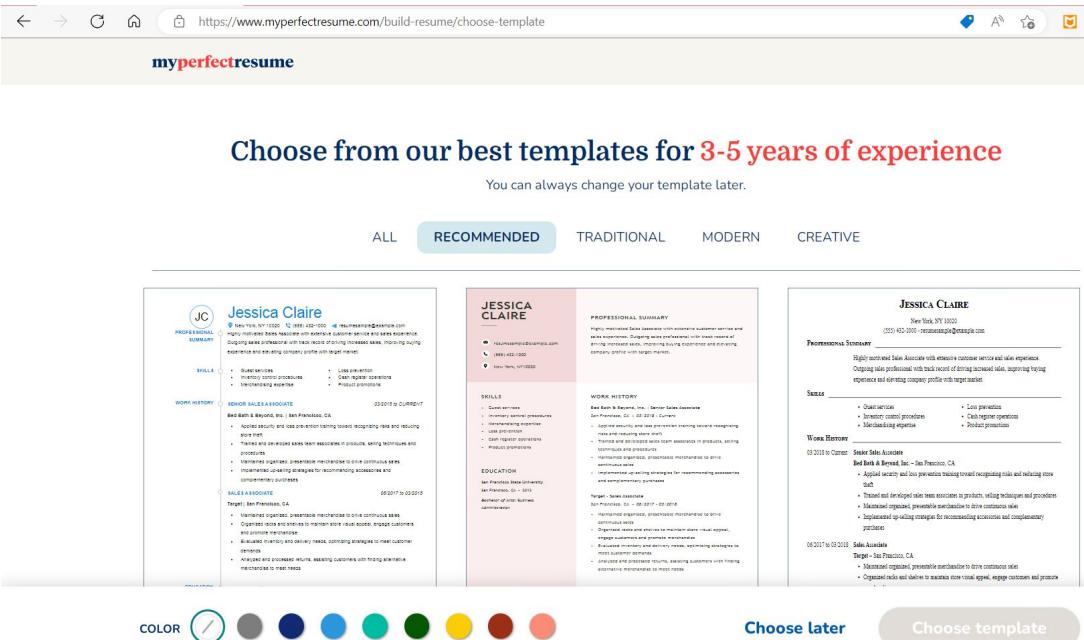
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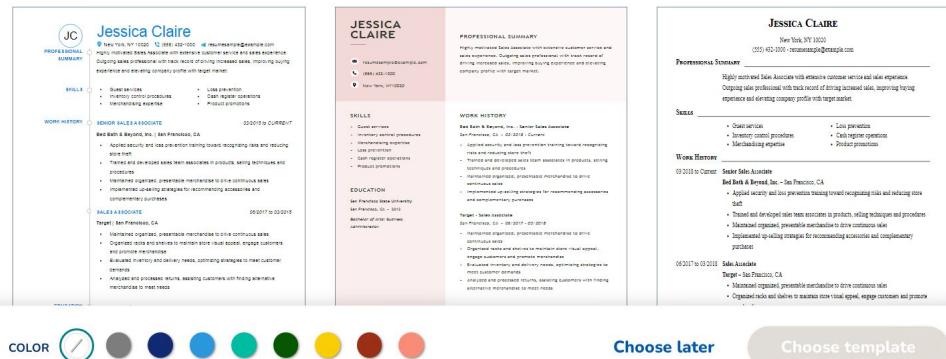
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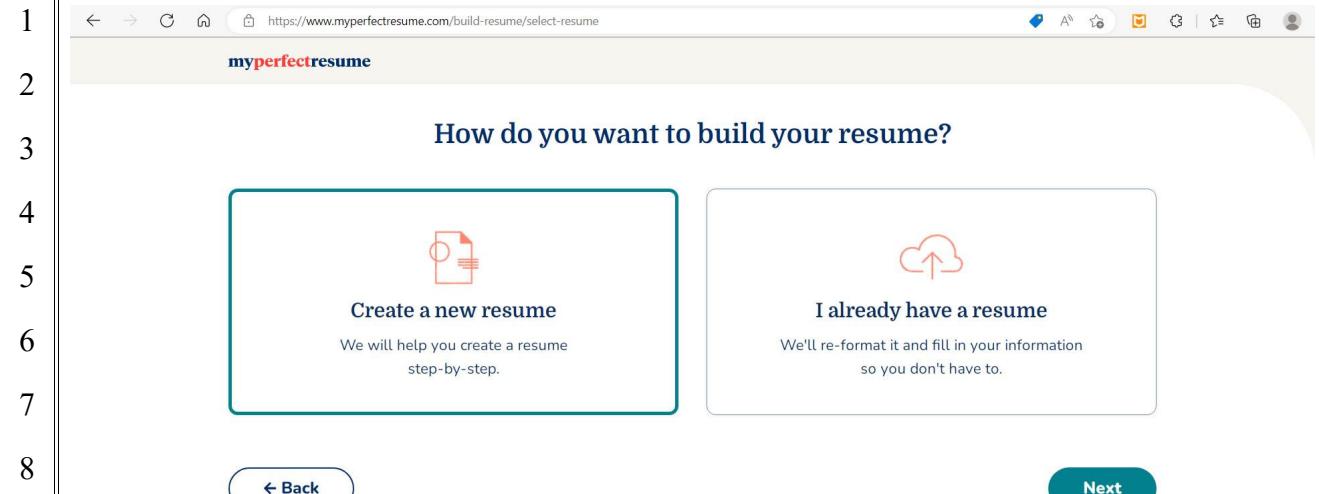
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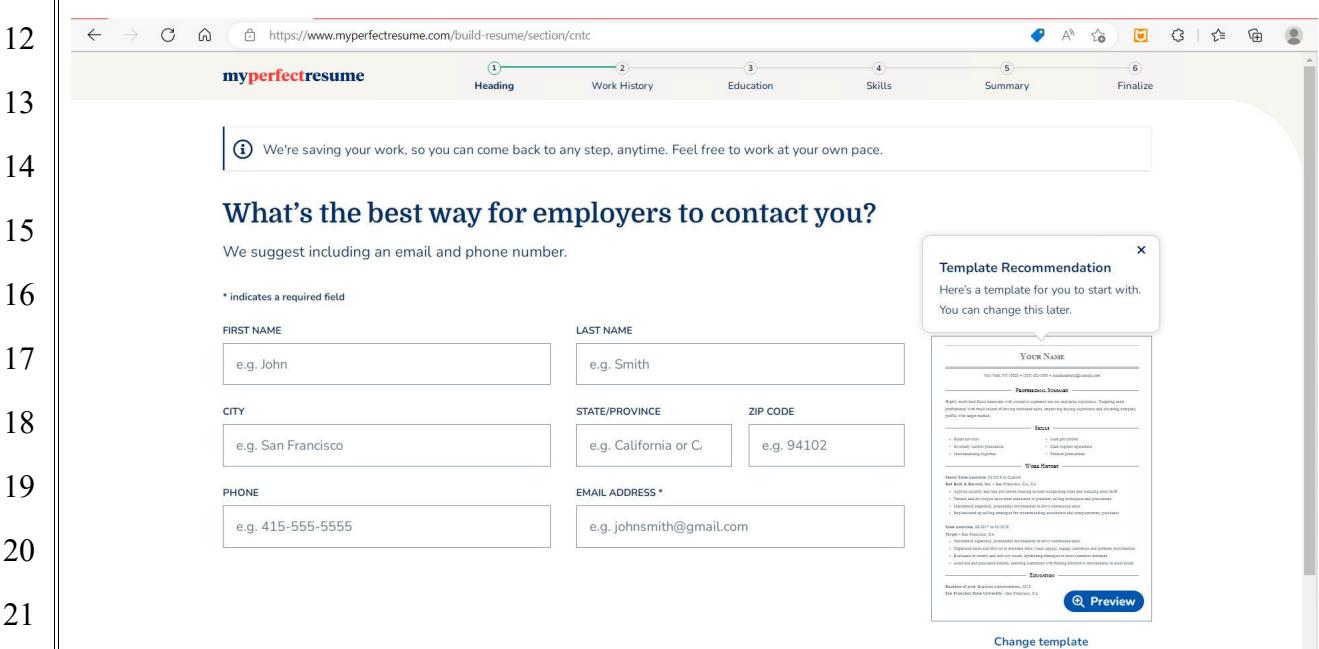
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TERMS & CONDITIONS | PRIVACY POLICY | ACCESSIBILITY | CONTACT US

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21. Once they have completed these steps, users get to another landing page for their prior work history. On this page, users enter the beginning of a job title into a blank form, which then auto-populates with the jobs from Bold's TTC database. The user must also provide an employer, city, state, and start and end dates associated with the position.

Review or edit this job

 Preview Tips

Start with your most recent job and work backward.

JOB TITLE *		EMPLOYER *	
Kylia ner		Test	
Kylianer		✓	
San Francisco		✓	✓
START DATE		END DATE	
<input type="button" value="Feb"/> Feb	▼	<input type="button" value="2020"/> 2020	▼
<input type="button" value="Month"/> Month	▼	<input type="button" value="Year"/> Year	▼
<input checked="" type="checkbox"/> I currently work here			

[← Back](#)

Save & Next

22. Then, only after completing all of these steps and entering all of the required information, the MPR website returns recommended job descriptions sourced from Bold's TTC database for the single entered job title *only*.

The screenshot shows the myperfectresume software interface. At the top, there are tabs for Heading (highlighted with a green checkmark), Work History, Education, Skills, Summary, and Finalize. Below the tabs is a search bar with the placeholder "SEARCH BY JOB TITLE FOR PRE-WRITTEN EXAMPLES" and a dropdown menu showing "Kylaner". To the right of the search bar are "Preview" and "Tips" buttons. A large modal window is open, titled "Expert recommendations for Kylaner". It contains a message: "You can edit these in the next step." followed by a bulleted list of recommendations. The list includes: "Worked with internal departments to ensure client needs are met.", "Oversaw incorporation activities.", "UNPUB - Developed positive and productive relationships with [Job Title]s, [Job Title]s and [Job Title]s.", and "Managed major quality problems by implementing effective plans." At the bottom of the modal are two buttons: "No thanks" and a teal "Add recommendations" button. The background of the main interface shows a sidebar with "Popular Job Titles" and a list of titles: Cashier, Customer Service Representative, Manager, Server, and Retail Sales Associate, with a "+ See more" link. To the right, there are sections for "What you did" and "What you can do", with a "here:" placeholder. At the bottom, there are buttons for "Save & Next", "Back", and "Finalize".

SEARCH BY JOB TITLE FOR PRE-WRITTEN EXAMPLES

Heading Work History Education Skills Summary Finalize

Kylaner

Popular Job Titles

Cashier

Customer Service Representative

Manager

Server

Retail Sales Associate

+ See more

What you did

What you can do

here:

Expert recommendations for Kylaner

You can edit these in the next step.

- Worked with internal departments to ensure client needs are met.
- Oversaw incorporation activities.
- UNPUB - Developed positive and productive relationships with [Job Title]s, [Job Title]s and [Job Title]s.
- Managed major quality problems by implementing effective plans.

No thanks

Add recommendations

Finalize

Save & Next

Back

1 23. If users want to access descriptions or narratives for additional jobs, they must
 2 click “Add another position” then enter the new job title and all of the corresponding information
 3 (employer, city, state, and start and end dates).

4 Work history summary

5

6 Kylianer, Test

7 San Francisco, California | Feb 2020 - Current

- 8 • Worked with internal departments to ensure client needs are met.
- 9 • Oversaw incorporation activities.
- 10 • UNPUB - Developed positive and productive relationships with [Job Title]s, [Job Title]s and [Job Title]s.

11 + Add another position

12 Back Save & Next

13 Defendants' Unlawful Conduct

14 24. In early 2020, Bold discovered a site that was nearly *identical* to its MPR website:
rocket-resume.com (the “Rocket Resume Website”). As compared to the MPR website, the Rocket
 15 Resume Website had a very similar look, color scheme, and design. Notably, it even incorporated
 16 an identical flow of steps for resume creation. As if that were not enough, the Rocket Resume
 17 Website also published an identical pricing model to that which Bold had labored in effectuating.

18 25. None of this was coincidence. Instead, upon information and belief, Defendants
 19 willfully studied Bold’s copyrighted material and copied the content.

20 26. To make matters worse, the Rocket Resume Website also incorporated a substantial
 21 number (perhaps all) of the original job-task descriptions from the MPR website.

22 27. As just a few examples, the recommended job descriptions for Accountant,
 23 Housekeeper, Barista, HVAC Technician, and Web Designer on the Rocket Resume Website copy
 24 nearly verbatim the descriptions from Bold’s TTC as they appear on the MPR website. Vigilant
 25 in policing its intellectual property, on May 19, 2021, Bold sent a letter to Zimmerman, identifying
 26 the evidence of copying Bold had uncovered with regard to the Rocket Resume Website, and
 27 demanded that Defendants immediately discontinue all copying and use of information from the
 28 MPR website.

1 28. On June 4, 2021, counsel for Rocket Resume responded to Bold’s letter. Among
 2 other things, Rocket Resume’s counsel represented that the examples of copied material Bold had
 3 sent with its May 19 letter were no longer active on the Rocket Resume Website.

4 29. However, in a letter to Rocket Resume’s outside counsel dated November 16, 2021,
 5 Bold’s outside counsel noted that although Rocket Resume apparently had removed certain
 6 offending content identified in the May 19 letter (likely, upon information and belief, in response
 7 to that letter), the Rocket Resume Website still contained uncontroverted evidence that MPR text
 8 was copied and reproduced.

9 30. Among other things, Bold discovered remaining instances of wholesale copying.
 10 Among the many copied narrative descriptions that appeared on the Rocket Resume Website were
 11 the nonsensical narratives for made-up job descriptions that Bold intentionally included in its TTC
 12 for purposes of proof in the event that Bold’s TTC database were copied. These included narratives
 13 organized under the job titles, “Kylianer,” “Ball Installer,” “Folder Magician,” and “Rope
 14 Trainer.” The appearance of such nonsensical content on the Rocket Resume Website establishes
 15 wholesale copying of Bold’s TTC database. After all, if Defendants did not willfully copy, there
 16 is no explanation how the nonsensical content deliberately included by Bold was also copied.

17 31. Further, the existence of the nonsensical content on the Rocket Resume website,
 18 along with the significant amount of jobs and job descriptions from Bold’s TTC, indicates that
 19 Defendants used automated means to steal information from the MPR website, as collecting this
 20 information *en masse* is not feasible by legitimate manual means.

21 32. Bold’s outside counsel sent another letter dated December 17, 2021, again notifying
 22 Defendants of Bold’s concerns and demanding that they immediately and permanently cease and
 23 desist from all use of unlawful copies of Bold’s works. Defendants failed to provide the requested
 24 assurances and refused to cease their infringing activity. Defendants’ willful indifference towards
 25 the fact that Bold’s works are protected by U.S. copyright laws, coupled with their overt disregard
 26 for fair business practices, has necessitated the filing of this action.

27 //

28 //

FIRST CAUSE OF ACTION:

COPYRIGHT INFRINGEMENT (17 U.S.C. § 101 *et seq.*)

33. Plaintiffs incorporate the allegations in paragraphs 1-32 as if fully stated herein.

34. Plaintiff Bold Limited is the sole owner of valid copyrights in the TTC as alleged

35. Plaintiff Bold Limited is the sole owner of registrations for the TTC works as alleged herein.

36. Defendants have, without authorization, copied Plaintiff Bold Limited's TTC in violation of Plaintiff Bold Limited's exclusive rights under 17 U.S.C. § 106.

10 37. Defendants have, without authorization, created derivative works of Plaintiff Bold
11 Limited's TTC and/or publicly displayed Plaintiff Bold Limited's TTC on the Rocket Resume
12 Website in violation of its exclusive rights under 17 U.S.C. § 106.

13 38. Defendants' actions alleged herein constitute copyright infringement.

14 39. Defendants' conduct was intentional and willful and undertaken with a conscious
15 disregard of Plaintiff Bold Limited's rights. Plaintiff Bold Limited is entitled to statutory damages
16 under the Copyright Act or, alternatively, compensatory damages, including but not limited to
17 Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504, as well as
18 attorneys' fees and costs pursuant to 17 U.S.C. § 505.

19 40. Defendants' conduct is causing and, unless enjoined and restrained by this Court,
20 will continue to cause Plaintiff Bold Limited great and irreparable injury that cannot fully be
21 compensated or measured in money. Plaintiff Bold Limited has no adequate remedy at law.
22 Pursuant to 17 U.S.C. § 502, Bold is entitled to preliminary and permanent injunctions prohibiting
23 further infringements of its copyrights.

SECOND CAUSE OF ACTION:

VIOLATION OF CAL. BUS. & PROF. CODE § 17200

41. Plaintiffs incorporate the allegations in paragraphs 1-40 as if fully stated herein.

27 42. The foregoing acts and conduct of Defendants constitute misappropriation,
28 conversion, and invasion of Bold's property rights in and to its website content and design,

1 including the TTC, and such acts constitute unfair competition under California Business and
2 Professions Code § 17200 and under common law.

3 43. As a direct and proximate result of Defendants' conduct, Plaintiffs are entitled to
4 recover all proceeds and other compensation received by Defendants arising from their unlawful
5 misappropriation of Plaintiffs' website content.

6 44. As a direct and proximate result of Defendants' unfair competition, Plaintiffs have
7 been damaged and Defendants have been unjustly enriched, in an amount that shall be proved at
8 trial for which damages, restitution, and/or disgorgement is appropriate.

9 45. Defendants' conduct is causing and, unless enjoined and restrained by this Court,
10 will continue to cause Plaintiffs great and irreparable injury that cannot fully be compensated or
11 measured in money. Plaintiffs have no adequate remedy at law. Plaintiffs are entitled to
12 preliminary and permanent injunctions prohibiting use of Plaintiffs' misappropriated content and
13 further misappropriation of its content.

14 46. Defendants are guilty of oppression, fraud, and/or malice, and Plaintiffs are
15 therefore entitled to recover, in addition to actual damages, exemplary and punitive damages from
16 Defendants.

THIRD CAUSE OF ACTION:

BREACH OF CONTRACT

19 47. Plaintiffs incorporate the allegations in paragraphs 1-46 as if fully stated herein.

20 48. Upon information and belief, Defendants accessed and used the MPR website.

21 49. Upon information and belief, Defendants agreed to the MPR Terms of Use both by
22 affirmatively clicking the “Create My Resume” button to access the MPR resume builder tool and
23 by accessing and using the MPR website generally.

24 50. Plaintiff BOLD LLC has performed its obligations under the MPR Terms of Use by
25 providing access and use of the MPR website to Defendants.

26 51. In exchange for being bound by the MPR Terms of Use, Defendants were provided
27 access to and use of MPR website and related services by BOLD LLC. This exchange constitutes
28 valid consideration by both contracting parties.

1 52. The MPR Terms of Use constitute a valid and binding legal contract between
2 Plaintiff BOLD LLC and Defendants.

3 53. Upon information and belief, Defendants have used automated software or devices,
4 such as spiders, robots or data mining techniques such as scraping, spidering, crawling or other
5 techniques, to download, store, distribute or otherwise reproduce content within the MPR website
6 and the MPR website itself.

7 54. Upon information and belief, Defendants have shared content from the MPR
8 website with other individuals and entities for purposes other than reasonably necessary for the
9 content's intended use.

10 55. Through this conduct, Defendants materially breached the MPR Terms of Use.

11 56. Defendants' breaches of the MPR Terms of Use have been willful and systematic.

12 57. Defendants' breaches, including their ongoing operation of the Rocket Resume
13 Website, caused and are causing Plaintiff BOLD LLC irreparable harm and will continue to cause
14 irreparable harm unless and until Defendants' conduct is enjoined by the Court. Plaintiff BOLD
15 LLC's immediate, irreparable injuries have no adequate remedy at law, and Plaintiff is entitled to
16 injunctive relief.

17 58. As a result of Defendants' breaches of the MPR Terms & Conditions, Plaintiff
18 BOLD LLC has also suffered monetary damages and will continue to be damaged through such
19 breaches. Plaintiff BOLD LLC is entitled to the recovery of such damages in an amount to be
20 established at trial.

PRAYER FOR RELIEF

24 1. For maximum statutory damages in the amount of \$150,000 per copyrighted work
25 infringed, or for such other amount as may be proper pursuant to 17 U.S.C. § 504(c), or in the
26 alternative, for an award of Defendants' profits gained since their first act of infringement and for
27 compensatory damages;

28 2. For an accounting and restitution of Defendants' unlawful proceeds gained as a

result of unlawfully taking Bold's TTC and other work, and damages according to proof;

3. For compensatory damages as a result of Defendants' breach of contract;
4. For punitive and exemplary damages;
5. A temporary and final injunction to prevent or restrain further infringements, misappropriations, and breaches;
6. For prejudgment interest;
7. For Plaintiffs' costs;
8. For Plaintiffs' reasonable attorneys' fees; and
9. For such other and further relief as the Court may deem just and proper.

Dated: December 20, 2022

Respectfully submitted,

LATHAM & WATKINS LLP

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BOLD LLC*